
KAMALA GOPAL**v.****RAJENDRAN RAMASAMY & ANOR.**

HIGH COURT MALAYA, JOHOR BAHRU

LC VOHRAH J

[CIVIL SUIT NO. 25-17-1988]

18 SEPTEMBER 1988

TORT: *Damages - Deceased died in an accident - Multiplier based on the Civil Law Act 1956 - Whether application of annuity table or straight multiplier in calculating award on damages.*

The deceased died in a road accident on 7 July 1987. His widow and two children filed this action against the defendant for damages.

The issue raised was whether the Court should apply the annuity table or straight multiplier in arriving at the multiplication as the claim was based on the Civil Law Act 1956.

Held:

[1] In accordance with the standard practice in this country and bearing in mind that the clear intention of the legislature in bringing in the Civil Law (Amendment) Act 1984 was to cut down awards, the Court was of the view that the annuity table should be used to arrive at the amount.

[2] The expression “years’ purchase” in s. 7(3)(iv)(d) of the Civil Law Act 1956 is significant and in the Court’s view militates against the argument that there should be application of the straight multiplier of 11½ years instead of the use of the annuity table.

[3] Having regard to the agreed multiplier of 11½ years, the period of pre-trial loss from the date of death i.e. 7 July 1987 to the date of judgment on 18 September 1988 is approximately 14 months leaving a period of 10 years and 4 months for calculation of post-trial loss based on the annuity table.

[General damages awarded based on annuity table.]

Legislation referred to:

Civil Law Act 1956, s. 7(3)(iv)(d)

*For the plaintiff - S. Gunasekaran; M/s. Guna & Co.**For the defendants - Shan Gnasalingam; M/s. Daim & Gamany***JUDGMENT****LC Vohrah J:**

I accept the evidence of PW1 that the deceased received from Beta Phonics Sdn. Bhd. a fixed monthly allowance of RM150 and made an average of 6 installations a month on its behalf and I estimate his receiving a total income from that source of RM210 after deducting the cost of casing and wiring and the share of the deceased’s assistant for installation work. I have no reason also to disbelieve PW3’s evidence that he earned an average of RM180 p.m. doing work for the furniture factory, Syarikat Pengusaha Kayuan Ng. I would therefore place his aggregate monthly income as testified by the plaintiff at RM1,000. Allowing for his personal expenses, his meals in the house and the cost of maintaining his motorcycle, I would estimate the loss of support of the plaintiff and the two children at RM500 per month and

a accept the agreed statutory multiplier of 11½ years. In accordance with the standard practice in this country and bearing in mind that the clear intention of the legislature in bringing in the Civil Law (Amendment) Act was to cut down awards, I am of the opinion that the annuity table should be used to arrive at the amount. In this regard the expression “years’ purchase” in s. 7(3)(iv)(d) is significant and, in my view, militates against the argument that there should be application of the straight multiplier of 11½ years instead of the use of the annuity table.

b Having regard to the agreed multiplier of 11½ years, the period of pretrial loss from the date of death i.e. 7 July 1987 to the date of judgment today is approximately 14 months leaving a period of 10 years and 4 months for calculation of post-trial loss based on the annuity table. The damages therefore are as follows:

Pre-trial Loss:

c RM500 x 14 months = RM7,000 with interest at
4% per annum from the date of the accident.

Post-trial loss:

10 years and 4 months at RM500 = RM48,330 with no interest.

d *Special damages:*

Bereavement	...	RM10,000
Funeral expenses	...	RM 1,500
Cost of obtaining reports	...	RM 74

e RM11,574 with interest at 4% per annum
from the date of the accident.

Costs to be agreed or taxed.

I apportion two-thirds of the total damages to the plaintiff (wife) and the remaining one-third to the two children to be held in trust by the public trustee in equal shares until their majority.

f

Also found at [1989] 1 CLJ 1075

g

h

i